

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 12/12/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #307968 through #308137 totaling \$ 787,517.42 and EFT #9101749 to 9101763 totaling \$ 366,724.37 for an A/P total of \$ 1,154,241.79 dated 12/14/20 through 12/18/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 12/19/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #308138 through #308271 totaling \$ 550,616.49 and EFT #9101764 to 9101774 totaling \$ 1,842.00 for an A/P total of \$ 552,65.49 dated 12/121/20 through 12/24/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING

December 22, 2020

Via Zoom

9:30 A.M.

**Commission
Journal #60**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on January 12, 2021.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Kim Thiel-Schaaf – Aging Services Director, Mary Embleton – Budget Officer, Carey Ann Haight – Deputy County Attorney, Matthew Pfeninger – Treasurer’s Office, Les Payne – Public Works Director, Sheriff Jesse Slaughter, Kelton Foster – IT, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public: None

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners’ calendar: Bonnie Fogerty read the calendar. **01:12**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Briggs made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 04:11**

Treasurer’s Report: Matthew Pfeninger read the report. *(See attached report)* **04:41**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Weber made a **MOTION** to (A) Approve minute entries (November 24, 2020; December 2, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Contract 20-201: MT DPHHS Contract with Cascade County for CARES Act Funding to be used by the Area 8 Agency on Aging for the purchase of a Suburban to assist with increased Commodities deliveries during the COVID-19 pandemic. Total Award: \$43,000. **06:53**

Resolution 20-70: Budget Appropriation for the CARES Act Funding Contract to allow for a purchase of a Suburban to assist with deliveries. Total Amount: \$43,000. *(Ref: Contract 20-201 & Resolution 20-73)* **07:15**

Resolution 20-73: Budget Appropriation within Fleet Maintenance increasing budget to purchase a Suburban for Commodities due to increased deliveries during COIVD-19 pandemic. (Ref Contract 20-201 & Resolution 20-70) **07:35**

Resolution 20-74: Prosecutorial Assistance in State of Montana v. Brandon Kind, Cause #DDC-20-573 **08:08**

Resolution 20-75: Prosecutorial Assistance in State of Montana v. Kerri Evans, Cause #DDC-20-574 **08:19**

Resolution 20-76: A resolution delegating contracting authority to Cascade County Public Works Director, Les Payne **08:32** (Item pulled by Commissioner Briggs for separate discussion and vote)

Contract 20-205: Agreement between the U.S. Department of Justice, Drug Enforcement Administration (DEA) and the Cascade County Sheriff's Office. The DEA will provide funds and equipment to support activities for DEA Special Agents and the CCSO Deputy. Effective: December 1, 2020 – September 30, 2021 **08:42**

Contract 20-207: Memorandum of Agreement with US Immigrations & Customs Enforcement (ICE) and the Cascade County Sheriff's Office. The CCSO will participate in the Warrant Service Officer Program (WSO) and will select specific Detention Officers, approved by ICE to perform certain limited functions of an immigration officer within the Cascade County Detention Officer. Effective upon signature by both parties. (No Cost to the County) **10:07**

Contract 20-208: Montana Department of Commerce Community Block Grant (CDBG) Program Contract Amendment #MT-CDBG-13HR-01D. Extension of End Date to March 31, 2022 and acceptance of revised Implementation Schedule. (Ref: Contract 16-29, R0318983; 17-79, R0345969; 18-211, R0365566) **10:45**

Motion carries 3-0 13:16

AGENDA ITEM #1 14:39

Motion to Approve or Disapprove:

MT ExpoPark Rodeo Barn Award

Contract 20-209: WVH Enterprises, LLC Total Cost: \$106,000.00

Les Payne, Public Works Director, elaborates. **15:07**

Commissioner Weber made a **MOTION** to **approve** Contract 20-209, bid proposal for WVH Enterprises LLC, of Great Falls, MT, to remove the existing roof and install a new metal roof and to repair and rebuild existing windows, on the Rodeo Barn, located at the Montana ExpoPark, at 400 3rd St NW for a total cost to the County of \$106,000.00 **17:17**

Motion carries 3-0 18:17

AGENDA ITEM #2 18:29

Motion to Approve or Disapprove:

Ordinance 21-01: An Ordinance Establishing Procedure in Cascade County for Selection of the Presiding Officer of the Cascade County Board of Commissioners. (Ref: Ordinance 12-01, R0247337)

Commissioner Briggs elaborates. **19:05**

Commissioner Briggs made a **MOTION** to **approve** Ordinance 21-01, an Ordinance establishing procedure in Cascade County for selection of the presiding officer of the Cascade County Board of Commissioners. **25:56**

Commissioner Weber made comments against the resolution. **26:55**

Motion carries 2-1 (For: Larson and Briggs; Against: Weber) 29:30

AGENDA ITEM #3 29:46

Motion to Approve or Disapprove:

Ordinance 21-02: An Ordinance Prohibiting the Carrying & Possession of Weapons Under Certain Circumstances, Pursuant to MCA § 45-8-351 (2019).

Carey Ann Haight – Deputy County Attorney, elaborates. **30:19**

Commissioner Weber made a **MOTION** to **approve** Ordinance 21-02, an Ordinance prohibiting the carrying and possession of weapons under certain circumstances, pursuant to MCA § 45-8-351 (2019) **37:07**

Commissioner Weber comments that she is against this resolution but the County has no choice since it was voted in by the public. **37:46**

Sheriff Slaughter comments. **39:16**

Motion carries 3-0 40:44

AGENDA ITEM #4 42:00

Resolution 20-76: A resolution delegating contracting authority to Cascade County Public Works Director, Les Payne

Carey Ann Haight – Deputy County Attorney, elaborates. **42:37**

Dialogue took place between the County Commission and Carey Ann Haight. **47:06 – 1:07:41**

Commissioner Briggs made a **MOTION** to **approve** Resolution 20-76, with Version #1 a Resolution Delegating Contracting Authority to Cascade County Public Works Director, Les Payne. **1:08:56**

Motion carries 2-1 (For: Larson and Briggs; Against: Weber) 1:12:32

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

None

Adjournment: Chairman Larson adjourned this Commission Meeting at **10:44 a.m.**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: ESTABLISHMENT OF A
REGULAR CASCADE COUNTY
COMMISSION MEETING SCHEDULE,
POSTINGS AND PUBLICATIONS FOR 2021**

RESOLUTION 21-01

WHEREAS, MCA § 7-5-2122(1) requires the board of county commissioners to establish by resolution a regular meeting date and notify the public of that date; and

WHEREAS, MCA § 7-5-2122(2) provides that except as provided in subsection (3) or in the event of an emergency situation under MCA § 2-3-112 affecting the public health, welfare, or safety, all meetings must be held on the date designated in subsection (1) and at the county seat of the board's county.

WHEREAS, MCA § 7-5-2122(3) provides that the board may, by resolution and having provided at least 2 days' posted public notice in accordance with MCA § 7-1-2123, designate another meeting time or place.

WHEREAS, MCA § 7-5-2122(2) authorizes the board of county commissioners to meet at the county seat at any time for the purpose of attending to county business and by resolution and prior 2 days' posted public notice, designate another meeting time and place; and

WHEREAS, pursuant to MCA § 7-1-2123, the Board of Cascade County Commissioners also regularly posts due and sufficient public notice of its meetings on its on-line Webpage at <https://www.cascadecountymt.gov/Calendar.aspx?EID=281>; and

WHEREAS, pursuant to MCA § 7-1-2123, the Board of Cascade County Commissioners also regularly posts due and sufficient public notice of its meetings on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2nd Avenue North, Great Falls, Cascade County, Montana and is also available at the office of the county clerk and recorder; and

WHEREAS, pursuant to MCA § 7-1-2121, the Board of Cascade County Commissioners is required to give public notice of its meetings by publication such notice is published in that certain publication known as the *Great Falls Tribune*, which is a daily general circulation newspaper; and

WHEREAS the Board of Cascade County Commissioners is aware of certain scheduling conflicts in 2021 which will require exceptions to the regular meeting dates and work sessions,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA, THAT:

1. Except as set forth below, the regular meeting of the Board of Cascade County Commissioners shall henceforth be held bi-monthly on the *second* (2nd) and *fourth* (4th) *Tuesday* of each month at 9:30 a.m.,
2. Except as set forth below, the Board of Cascade County Commissioners shall conduct a regular public work session meeting on each *Wednesday preceding the ensuing week's regular Tuesday morning meeting at 2:00 p.m.*,
3. Except in the case of an emergency affecting public health, welfare and safety which has been recognized and/or declared by the Board of Cascade County Commissioners, all regular and special meetings of the Board of Cascade County Commissioners shall take place at and in Cascade County Courthouse Annex, located at 325 2nd Avenue North, Great Falls, Cascade County, Montana.
4. In the event of an emergency affecting public health, welfare and safety, which has been recognized and/or declared by the Board of Cascade County Commissioners, all affected regular and special meetings such meetings shall be conducted via a virtual participation platform with public notices specifying the public participation details.
5. Because of known schedule conflicts, the Board herein changes the normally scheduled commission meetings as follows:

<u>Regularly Scheduled Date</u>	<u>New Date</u>
February 23, 2021	February 16, 2021

6. Because of the above meeting changes, the Board herein changes the normally scheduled work sessions as follows:

<u>Regularly Scheduled Date</u>	<u>New Date</u>
February 17, 2021	February 10, 2021

7. All special meetings of the Board of Cascade County Commissioners which may be required shall be scheduled with no less than 2 days' public notice.
8. The establishment of this meeting schedule shall not prohibit the Board of County Commissioners from exercising its authority and discretion to postpone, cancel or re-schedule meetings as the Board may deem necessary in the public interest pursuant to MCA § 7-5-2122(2).
9. During the agenda item of public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction. (MCA 2-3-103) each member of the public has a maximum of seven minutes to comment.

10. The Board of Cascade County Commissioners shall regularly post due and sufficient public notice of its meetings on its on-line Webpage at <https://www.cascadecountymt.gov/Calendar.aspx?EID=281> .
11. The Board of Cascade County Commissioners shall also regularly post due and sufficient public notice of its meetings on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2nd Avenue North, Great Falls, Cascade County, Montana and have available at the office of the county clerk and recorder; and
12. When public notice of its meetings is required by publication, such notice shall be published in that certain publication known as the *Great Falls Tribune*, which is a daily general circulation newspaper.

Passed and adopted this 12th day of January, 2021.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

On this 12th day of January 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**BOARD OF
CASCADE COUNTY COMMISSIONERS
MEETING SCHEDULE**

<u>Work Session</u> <u>Wednesday @ 2:00 p.m.</u>	<u>Commission Meeting</u> <u>Tuesday @ 9:30 a.m.</u>
January 6, 2021	January 12, 2021
January 20, 2021	January 26, 2021
February 3, 2021	February 9, 2021
February 10, 2021	February 16, 2021
March 3, 2021	March 9, 2021
March 17, 2021	March 23, 2021
April 7, 2021	April 13, 2021
April 21, 2021	April 27, 2021
May 5, 2021	May 11, 2021
May 19, 2021	May 25, 2021
June 2, 2021	June 8, 2021
June 16, 2021	June 22, 2021
July 7, 2021	July 13, 2021
July 21, 2021	July 27, 2021
August 4, 2021	August 10, 2021
August 18, 2021	August 24, 2021
September 8, 2021	September 14, 2021
September 22, 2021	September 28, 2021
October 6, 2021	October 12, 2021
October 20, 2021	October 26, 2021
November 3, 2021	November 9, 2021
November 17, 2021	November 23, 2021
December 8, 2021	December 14, 2021
December 22, 2021	December 28, 2021

January 12, 2021

Resolution 21-02

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Establish the Daily Rate of Incarceration
for Calendar Year 2021**

**INITIATED &
PRESENTED BY:** **Carey Ann Haight, Deputy County Attorney**

ACTION REQUESTED: **Approval of Resolution 21-02**

BACKGROUND:

MCA § 46-18-403, states that “the daily rate for incarceration must be established annually by the board of county commissioners by resolution.

This Resolution establishes the daily rate of incarceration for calendar year 2021 at \$95.00/per day. Effective: January 1, 2021 - December 31, 2021.

RECOMMENDATION: Approval of Resolution 20-02.

MOTION TO APPROVE:

Madam Chair, I move that the Commission **APPROVE** Resolution 21-02, establishing the daily rate of incarceration for FY 2020-2021 at \$95.00/per day.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **DISAPPROVE** Resolution 21-02, establishing the daily rate of incarceration for FY 2020-2021 at \$95.00/ per day.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF
DAILY RATE FOR INCARCERATION
CALENDAR YEAR 2021**

RESOLUTION 21-02

WHEREAS, MCA 46-18-403, states that “the daily rate for incarceration must be established annually by the board of county commissioners by resolution”; and

WHEREAS, the daily rate must be equal to the actual cost incurred by the detention facility; and

WHEREAS, it has been determined that the actual costs incurred by the detention facility on an average daily basis are **\$95.00 per inmate** for each day incarcerated,

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Cascade County that the daily rate for confinement costs, other than for actual medial costs, as ordered by the court are paid in advance of confinement and prior to the payment of any fine, is hereby established at **\$95.00** per day; and,

BE IT FURTHER RESOLVED, if a judgement is for a fine and imprisonment until the fine is paid, the detainee shall be allowed a credit of **\$95.00** for each day of incarceration; and,

BE IT FURTHER RESOLVED, an inmate is responsible for actual costs of medication, medial services, or hospitalization while detained in a detention center, based upon the individual’s ability to pay and/or private provider health care coverage, or a bonafide and responsible third-party payer; and,

BE IT FURTHER RESOLVED, that the County Attorney shall initiate proceedings to collect from the inmate any charges arising from the medial services or hospitalization in accordance with **MCA 7-32-2245**.

Passed and adopted this 12th day of January, 2021.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

On this 12th day of January, 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

January 12, 2021

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Great Falls Airport Authority Board Appointment**

PRESENTED BY: **Commission**

Great Falls Airport Board Appointment

<u>Applicant)</u>	<u>Vacancy (1)</u>	Term Expiration December 31, 2023
Robert David Smith	_____	Requesting Re-Appointment (Served 1 term)



Cascade County Commission
CASCADE COUNTY
BOARD APPLICATION
 OCT 08 2020



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) _____ Date 10/1/2020

NAME Robert David Smith

TELEPHONE (Home) _____ (Work) _____ (Cell) 406-788-4069 (E-Mail) robertdcbri@gmail.com

CURRENT ADDRESS 2501 Larkspar Lane, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Supervisory Senior Special Agent

US Customs Service / Cascade School District School Board (1991-1993)

Previous Volunteering or County Boards Cascade School District

Current Volunteering or County Boards Great Falls International Airport Board
01/2018 to Present

Current Employer RD Smith Consulting LLP

Education MS in Education - 1968 Emporia State University

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- | | | |
|--|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input checked="" type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input checked="" type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

1.) Great Falls Airport Authority

2.) DUI Task Force

Please see attached resume.



Cascade County Commissioners
RECEIVED

DEC 13 2017



CASCADE COUNTY BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 12/13/2017

NAME Robert David Smith
TELEPHONE (Home) 406 788 4069 (Work) 406 788 4069 (Cell) robertdcbridge@mail.com (E-Mail)

CURRENT ADDRESS 2501 Larkspur Lane Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Supervising Senior Special Agent
US Customs Service / Cascade School District School Board
1991-1993

Previous Volunteering or County Boards CASCADE School District

Current Volunteering or County Boards Great Falls International Airport Board
01/2018 to Present

Current Employer RDSmith Consulting LLP

Education MS in Education - 1968 Emporia State
University

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- Board of Health
- Fire Fee Service Area
- Planning
- Compensation
- Great Falls Airport Authority
- Tax Appeal
- DUI Task Force
- Great Falls Transit
- Weed Board
- ExpoPark Advisory
- Historic Preservation Advisory
- Zoning Board of Adjustment
- Fire District Area
- Library Trustee
- Other

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Please see attached Resume

**Robert David Smith
2501 Larkspur Lane
Great Falls, MT 59404
(406) 788 4069**

HIGHLIGHTS OF QUALIFICATION

Special Investigator conducting background investigations for Alcohol, Tobacco, Firearms and Explosives, US Dept. of Justice, per Agency and Office of Personnel Management directives

Special Investigator conducting background investigations for CACI International, Inc., KeyPoint, per Office of Personnel Management and General Accounting Office directives

Independent Contract Instructor, US State Department, Anti-terrorism Assistance Program

Customs-Trade Partnership Against Terrorism (C-TPAT) intermittent contractor/supply chain security chain specialist

Train the Trainer Instructor, US Customs Service, Office of Training and Development

Former US Customs Senior Special Agent, with extensive experience in drug enforcement, interdiction, border security, asset forfeiture, and Customs training

Contract Staff Instructor, US Dept. of State, Anti-terrorism Assistance Program

PROFESSIONAL HISTORY

Contract Special Investigator (Montana), US Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, 2006 – Present, Special Investigator contracted to conduct background investigations for the Bureau of Alcohol, Tobacco, Firearms and Explosives in the state of Montana.

Contract Special Investigator (Montana), CACI International, Inc., Special Investigator contracted to conduct background investigations for GAO and OPM contracts, credentialed by OPM in 2010.

Contract Special Investigator (Montana), from 2010 – 2014, Special Investigator contracted to conduct background investigations for Keypoint Government Solutions, credentialed by OPM in 2010.

Contract Staff Instructor, US Dept. of State, Anti-terrorism Assistance Program, 2010 to 2010, Contract instructor for classroom instruction, presentations and exercises in accordance with guidelines and directives set forth by the Dept. of State Diplomatic Security Office of Anti-terrorism Assistance

Contract Field Representative, Thomas E. Blanchard & Associates, 2006 – 2015

Field Representative supporting Thomas E. Blanchard & Associates for US Treasury seized property contract, and Bureau of Indian Affairs (BIA) follow-up special investigator

Contract Field Intelligence Officer (Montana and Idaho), US Dept. of Justice, National Drug Intelligence Center, 2002 – 2011,

Field Intelligence Officer contracted to gather data/intelligence from law enforcement, state and private entities in Montana and Idaho; forward gathered information to National Drug Intelligence Center, Johnstown, PA, in the form of reports for analysis at the federal level.

Contract Instructor, U.S. Customs Service, Office of International Affairs

Train the Trainer Instructor, 2002 – 2004, Subject Matter Expert/Intermittent Contractor under the Export Border Control Security Program (EXBS)

Smith Aviation Testing, Great Falls MT

Owner/Chief Flight Instructor, 1996 – 2002, Owner and Chief Pilot and Flight Instructor for FAA certified Part 141 Flight School, FAA testing center, and Part 135 Charter Operation – 5000 hours logged of flight time. Commercial pilot, advanced ground and flight instructor, and certified aviation mechanic

U.S. Customs Service, Great Falls MT

Resident Agent in Charge, 1984 – 1997, RAC for Montana, Wyoming, Idaho and adjacent Canadian provinces: with many felony arrests; seizure and forfeiture of 2,000+ acres and related properties; investigations of smuggling, conspiracy, racketeering and money laundering activities; asset forfeiture; initiated asset-sharing program between Customs and state/local law enforcement; liaison between US Customs, Royal Canadian Mounted Police, Canada Customs, Canadian police departments; coordinated activities with Montana Highway Patrol, Montana Sheriffs and Peace Officers, local police and sheriffs' departments and the Montana Air National Guard.

U.S. Customs, Pembina, ND

Resident Agent in Charge, 1981 - 1984

RAC for North Dakota, South Dakota, Minnesota and adjacent Canadian provinces: numerous felony arrests in currency/money laundering and drug smuggling activities; worked extensively with outlying Customs ports of entry; acted as liaison between Customs and related Canadian law enforcement agencies; coordinated activities between federal, state and local law enforcement agencies.

U.S. Customs Service, Seattle WA

Senior Special Agent, 1978 - 1981

Created and supervised satellite Customs office at Sea-Tac International Airport; participated in waterfront surveillance of cargo vessels; maintained full and active caseload.

U.S. Customs Service, Washington, D.C.

Senior Special Agent and Instructor, 1976 - 1978

Coordinated and supervised Special Agent Training program; coordinated Customs national electronic interception and informant programs; initiated and designed format for U.S. Customs Special Agent Handbook/Manual; wrote several handbook chapters on various topics including electronic interception and confidential sources.

U.S. Customs Service, Glynco GA
Senior Special Agent and Instructor, 1975 - 1976

Instructor at Federal Law Enforcement Training Center, Glynco, GA: instructed Customs special agent trainees in Customs law and procedure and criminal investigation; assisted in case investigation conducted in South Carolina.

U.S. Customs Service, Great Falls MT
Special Agent/Pilot, 1972 - 1975

Special Agent/pilot duties in Montana, Wyoming, Idaho and adjacent Canadian provinces: maintained extensive, active investigation caseload; piloted Customs aircraft; acted as liaison between related Canadian law enforcement agencies and U.S. Customs; instructor of Cabinet Committee for International Narcotic Control - overseas.

U.S. Secret Service, Kansas City MO
Special Agent, 1971 - 1972

Secret Service Agent in Kansas and Missouri: assigned to protective details for former Presidents Truman and Nixon, and Vice President Agnew; conducted counterfeiting and assigned investigations from Kansas City field office.

Civilian Education Systems (various), Kansas, Missouri, and Jeddah, Saudi Arabia
Teacher; Director of Western Missouri Mental Health Center (Kansas City), 1966 - 1971

Science and mathematics teacher (middle school) in Kansas and Jeddah, Saudi Arabia; Interim Director for a mental health center in Missouri; aviation ground school instructor; Pack Leader, Boy Scouts of America (Jeddah, Saudi Arabia).

EDUCATION

Emporia State University, Emporia, Kansas
MS Ed., Education

Emporia State University, Emporia, Kansas
BS Ed., Education

ADDITIONAL INFORMATION

Top Secret Security Clearances – 1970 to present
Secret Security Clearance – updated throughout years of federal and contract employment
Computer literate; Excel; PowerPoint, Word, WordPerfect; digital cameras and projection equipment; training course curriculum development and implementation

REFERENCES

Available upon request

CONTRACT

In consideration of the mutual promises and consideration set forth herein between the Great Falls Turf Club, Inc., a domestic non-profit public benefit corporation whose mailing address is PO Box 82, Great Falls, Montana 59403 (GFTC) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for the GFTC to remove 76 feet of old metal fencing and replace with new 8' White Slat Master Chain Link at Cascade County's ExpoPark facility at 400 3rd Street NW, Great Falls, Montana 59404 as set forth in the Great Falls Fence (Contractor) proposal dated December 16, 2020 which is attached hereto and incorporated herein and incorporated herein as Exhibit A. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed between the Jockey Building and the Pacific Steel and Recycling Center, located within ExpoPark, at 400 3rd St NW, Great Falls, MT and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

2. Performance Standards: Except as otherwise expressly provided, the GFTC shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. The GFTC shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). The GFTC will promptly repair any damage. The GFTC will be required to properly sign and secure the work site, as circumstances may require, so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: The GFTC shall fully complete the Contract Work no later than thirty (30) from completion of work. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GFTC shall be solely financially responsible for the Contract Work and all payments due thereunder to Contractor and all other subcontractors and individuals enlisted or employed to perform the Contract Work. The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. The GFTC has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum set forth in Exhibits A. The GFTC Contract Sum is inclusive of labor, materials, and insurance. The GFTC shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Force Majeure:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

6. **Insurance:** Prior to commencing work under this agreement, the GFTC shall purchase and maintain until final payment on all Contract Work such insurance as will protect the GFTC from claims which may arise out of or result from the GFTC's operations under the Contract and for which the GFTC may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, GFTC will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

7. **Indemnification:** The GFTC agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

8. **Montana Prevailing Wage Rate and Gross Receipts Tax:** The GFTC may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. The GFTC, if required, will pay Montana Davis Bacon wages.

9. **General Warranty:** The GFTC warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

10. **Choice of Law and Venue:** This Contract shall be construed under the laws of the GFTC of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

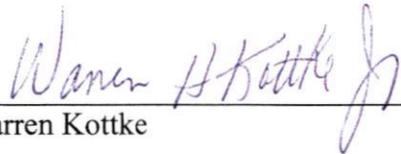
11. **Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

12. **Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

13. **Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this 28th day of December, 2020

Great Falls Turf Club:



Warren Kottke

Great Falls Fence

705 So. Vaughn Frontage Rd.
Great Falls, MT 59404

Phone: 406-836-2821

16-Dec-20

Casade County
Attn: Les Payne

Great Falls, MT 59404

MT Expo Park Fence Replacement

We propose to bid the following items:

Item #	Item Description	Unit	Quantity	Unit Price	Total
1	8' White Slat Master Chain Link	LNFT	76.00	\$51.00	\$3,876.00
2	removal	LS	1.00	\$750.00	\$750.00
					\$4,626.00

Bid Excludes: Staking, Grading, Clearing, Grubbing, Spoils Removal, Coring, Concrete Flatwork, Electrical, Traffic Control, Access Controls, Signage or Grounding. (Unless otherwise noted above)

If you have any questions, please feel free to contact me at 406-836-2821.

Thank you,

Lee Carter
Estimator

Ok, Wams H Kank... Great Falls Turf Club!

Jan 11 2011



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

WUTKE LLC DBA MILD FENCE DBA BAKKEN FENCE
CO DBA GREAT FALLS FENCE DBA BRIDGER FENCE
DBA FRONTIER FENCE DBA IDAHO FENCE
3465 HWY 93 N
KALISPELL, MT 59904-6814

STATUS
Employer

REGISTRATION NO.
3123

EFFECTIVE DATE
11/18/2019

EXPIRATION DATE
11/17/2021

Visit our website at www.mtcontractor.com or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.

COMMON POLICY DECLARATIONS

CPS3150617
Renewal of Number

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

Policy Number
CPS7103202

ITEM 1. NAMED INSURED AND MAILING ADDRESS

GREAT FALLS TURF CLUB INC

PO BOX 82
GREAT FALLS MT 59403

Issued in an unauthorized insurer under The Surplus Lines Insurance Law, under surplus lines insurance producer license No. 770329 and NOT covered by the property & casualty Guaranty fund of this state if the unauthorized insurer becomes insolvent.

AGENT NAME AND ADDRESS

BIG SKY UNDERWRITERS (MISSOULA, MT) 2432 KEMP ST
MISSOULA MT 59801-7588

Agent No.: 25002 Program No.: AT

ITEM 2. POLICY PERIOD From: 04/22/2020 To: 04/22/2021 Term: 365

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: ORGANIZING LOCAL RACE MEET AND SIMULCAST OPERATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ 500 MP
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ 250 MP
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
	\$
Total Policy Premium	\$ 750.00
TOTAL TAXES AND FEES	\$ 124.38
	\$
	\$
Policy Total	\$ 874.38

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.



WORKERS' COMPENSATION POLICY INFORMATION PAGE

1. INSURED:

GREAT FALLS TURF CLUB INC
 PO BOX 82
 GREAT FALLS MT 59403

Policy #: 03-408448-3
 Team: Select
 Date: 05/29/2020
 Entity Type: Corporation
 Reporting Basis: Annually
 Tax ID #: XXXXX0698

Physical Address:

400 3RD ST NW
 GREAT FALLS MT 59403

Agent: DUSTIN KLOSTERMEIER
 Agency: HUB INTERNATIONAL MOUNTAIN STATES LTD
 100 PARK DRIVE S
 GREAT FALLS MT 59401
 Phone: (406) 453-1681

2. POLICY PERIOD: From 07/19/2020 12:01 A.M. to 07/19/2021 12:01 A.M. at the insured's mailing address.

3. COVERAGE:

A. WORKERS' COMPENSATION INSURANCE: Part One of the policy applies to the Workers' Compensation Law of the state's listed here: Montana

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to the work in each state listed in Item 3.A. The limits of liability under Part Two are:

\$100,000.00 Bodily Injury By Accident, Each Accident
 \$100,000.00 Bodily Injury By Disease, Each Employee
 \$500,000.00 Bodily Injury By Disease, Policy Limit

Minimum Employers Liability: \$0.00

C. OWNERS/OFFICERS:

Name	Title	% Ownership
KOTTKE, DIANE	Secretary/Treasurer	0.00%
KOTTKE, FRANK	President	0.00%
SALLEY, EARL	Vice President	0.00%

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

90-Day Reporting Requirement-Notification of Change in Ownership Endorsement WC 00 04 14 A (Ed. 1-19)



Catastrophe Premium Endorsement WC 00 04 21 D (ED. 1-15)
 MSF Policyholder Asset Endorsement SB360 (Rev 05/2018)
 Montana Intentional Injury Exclusion Endorsement WC 25 03 05 (Ed. 7-02)
 Montana Safety Endorsement WC 25 06 02 (Ed. 1-94)
 Notification Endorsement of Pending Terrorism Risk Ins Program Reauthorization Act of 2015 WC 00 01 15 (Ed. 1-20)
 Schedule of Corporate Officer(s) or LLC Manager(s) Endorsement LF100L27
 Terrorism Risk Insurance Program Reauthorization Act Endorsement WC 00 04 22 B (ED. 1-15)
 Workers Compensation, Occupational Disease and Employer Liability Insurance Policy PF100C (Rev 10/2016)
 Volunteers Endorsement LF100L19

4. PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Class Codes, Rates, and Rating Plans. All information required below is subject to verification and change by audit. You must notify us of any change in your business operations.

CODE	DESCRIPTION	ESTIMATED PAYROLL	RATE	ESTIMATED PREMIUM
8279-08	RACE TRACK: HORSE/DOG-ALL OTHER EMP & DRIVERS	\$0.00	\$12.32	\$0.00
8720-03	RACE TRACK OPERATION-HORSE OR DOG-OFFICIALS	\$0.00	\$1.72	\$0.00
Minimum Premium/Minimum EL Premium Adjustment				\$240.00
Expense Constant				\$185.00
Department of Labor & Industry (DLI) Assessments:				
Occupational Safety and Health (OSH) Assessment – Assessment Percentage:		0.8076%		\$3.43
Workers Compensation Administrative (Admin) Assessment – Assessment Percentage:		1.6159%		\$6.87
Stay at Work/Return to Work (SAW/RTW) Assessment – Assessment Percentage:		0.0000%		\$0.00
Subsequent Injury Fund (SIF) Assessment – Assessment Percentage:		0.4368%		\$1.86
TOTAL ESTIMATED COST:				\$437.16

INSTALLMENT SCHEDULE:

Item or Installment #	Premium	DLI Admin	DLI SAW/RTW	DLI OSH	DLI SIF	Total	Billing Month
Expense Constant	\$185.00	\$2.99	\$0.00	\$1.49	\$0.81	\$190.29	07/2020
1	\$240.00	\$3.88	\$0.00	\$1.94	\$1.05	\$246.87	07/2020

The information provided on the Policy Information Page represents the current policy state as of the date issued.

cc: DUSTIN KLOSTERMEIER



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 1

Policy No. CPS7103202

Effective Date 04/22/2020

12:01 A.M. Standard Time

Named Insured GREAT FALLS TURF CLUB INC

Agent No. 25002

COVERAGE PART INFORMATION —Coverage parts affected by this change as indicated by <input checked="" type="checkbox"/> below:	
<input type="checkbox"/> Commercial Property	
<input checked="" type="checkbox"/> Commercial General Liability	0.00
<input type="checkbox"/> Commercial Crime	
<input type="checkbox"/> Commercial Inland Marine	0.00
<input type="checkbox"/> Commercial Liquor Liability	
CHANGE DESCRIPTION	
In consideration of no change in premium, it is hereby understood and agreed that the following amendments have been made to this policy.	
Additional Insured - Designated Person or Organization modified	
PREMIUM CHANGE	
Additional \$ 0.00	Return \$ 0.00

11/11/2020

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No. CPS7103202

Effective Date: 04/22/2020
12:01 A.M., Standard Time

Named Insured GREAT FALLS TURF CLUB INC

Agent No. 25002

POLICY FEE	.00
SURPLUS LINES TAX	.00
FIRE TAX	.00
TOTAL TAXES, SURCHARGES OR FEES:	.00



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7103202

Effective Date 04/22/2020

12:01 A.M. Standard Time

Named Insured GREAT FALLS TURF CLUB INC

Agent No. 25002

COMMON POLICY

UTS-244L	06-92	CHANGE ENDORSEMENT FORM
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS

COMMERCIAL LIABILITY

GLS-104L	06-92	SCHEDULE OF GENERAL LIABILITY CHANGES
CG 20 26	04-13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF GENERAL LIABILITY CHANGES

Policy No.: CPS7103202

Effective Date: 04/22/2020

12:01 A.M., Standard Time

Named Insured: GREAT FALLS TURF CLUB INC

Agent No.: 25002

CLASS CODE INFORMATION AFFECTED BY THIS CHANGE IS ADDED, DELETED OR CHANGED AS INDICATED.			
THE FOLLOWING CLASS CODE INFORMATION IS: ADDED			
Code No. 49950	Premium Basis FLAT CHARGE	Premises/Operations	
Premises	Exposure 2	Rate	Premium \$200
Classification: ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION PER FORM CG 20 26		Products/Completed Operations	
		Rate	Premium
THE FOLLOWING CLASS CODE INFORMATION IS:			
Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium
THE FOLLOWING CLASS CODE INFORMATION IS:			
Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium
THE FOLLOWING CLASS CODE INFORMATION IS:			
Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): CASCADE COUNTY / MONTANA EXPOARK 400 3RD ST SW GREAT FALLS MT 59404 UNITED STATES</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

January 12, 2021

Contract #21-04

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Temporary Construction Agreement for DAR2020,
Between Cascade County & Skull Butte Ranch
Inc.

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #21-04

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department and County Commissioners signed contract 18-206, on October 23, 2018 for the MT Defense Access Roads 2020 agreement. One of the areas that was scheduled as part of this contract, was G-05, this is St. Peter Mission Road, with approximately 6.10 miles. This document's the intent of the parties between Cascade County, and the Skull Butte Ranch, for a Temporary Construction Agreement, to allow access to replace a culvert, located on the Skull Butte Ranch.

RECOMMENDATION:

Cascade County Staff, after reviewing the Statement above recommends that the Board of County Commissioners approves and signs off on the Temporary Construction Agreement between Cascade County & Skull Butte Ranch.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract #21-04, Temporary Construction Agreement between Cascade County & Skull Butte Ranch."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract #21-04, Temporary Construction Agreement between Cascade County & Skull Butte Ranch."

TEMPORARY CONSTRUCTION AGREEMENT
For the Cascade County Public Works Department, Cascade County,
Montana, St. Peter Mission Road to Launch Facility G-05

This Agreement, made this _____ day of _____, 20____, between Skull Butte Ranch Inc, hereinafter designated Grantor, and the Cascade County Public Works Department, hereinafter designated Grantee, does hereby grant unto the Grantee, its successors, assigns, agents, contractors, subcontractors, and employees permission to enter the property described below and on Exhibit "A" and grants the exclusive right to perform construction activities necessary to replace a culvert on St. Peter Mission Road near Mile Post (M.P.) 3.12.

Skull Butte Ranch Inc, Grantor, for the true and actual consideration of \$1.00 (one dollar) does grant to the Cascade County Public Works Department, it's successors and assigns, a Temporary Construction Easement for a work area at approximately M.P. 3.12, 275 feet in length, and 90 feet left (south) of the roadway centerline, being an area totaling 0.38 acres, for the purpose of replacing a pipe culvert and constructing an energy dissipator.

Grantor agrees the consideration recited herein is just compensation for the property, including any and all damages to Grantor's remaining property, if any, which may result from the use of said property and the construction or improvement of the public way.

The Grantor also grants to the Grantee, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the construction herein described including the construction and maintenance of the pipe culvert.

IT IS UNDERSTOOD that the Easement rights herein granted shall terminate November 1, 2022 or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the Easement herein granted does not convey any right or interest in the above described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

In addition, the Grantee, its successors, assigns, agents, contractors, and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.
2. **COOPERATION WITH GRANTOR:** Shall at all times cooperate with Grantor(s) and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **CLEANUP:** Shall spread material uniformly over the construction site, seed, and fertilize. Upon completion of the work, shall clean all the ground occupied of all rubbish, excess

material, temporary structures, and equipment. Any new fence sections will be installed as necessary to return the fence line to its original condition and purpose.

Grantee: Cascade County
Board of Cascade County Commissioners

Dated: _____

Jane Weber, Commissioner

Joe Briggs, Commissioner

James Larson, Commissioner

Attest

Rina Fontana Moore, Cascade County Clerk and Recorder

Grantor:

Skull Butte Ranch Inc
PO Box 363
Cascade, MT 59421-0363

Dated: _____

By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

(NOTARY SEAL)

Notary Public for the State of Montana,
Residing at _____ MT
My commission expires _____

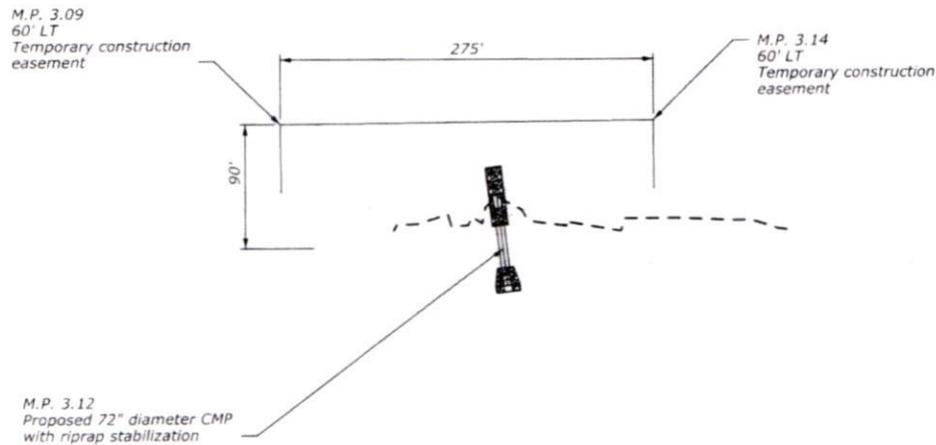
CONTRACT

21-04

:\Mission Road RW.dgn [Default] 10/12/2020 Designed by: S. Markwardt 09/2020 Checked by: N. Bell 09/2020

PARCEL NUMBER	TITLE OWNER OR PURCHASER	TOTAL OWNERSHIP (Acres)	TOTAL R.O.W. (Acres)	EXISTING R.O.W. (Acres)	R.O.W. TO BE ACQUIRED (Acres)	REMAINDER (Acres)	TEMPORARY CONSTRUCTION EASEMENT (Acres)
001							
144	WEDSWORTH LIBRARY & GYMNASIUM FUND	(294.41)	()	()	()	()	()
147	SKULL BUTTE RANCH INC	(79.00)	()	()	()	()	(0.28)

147
 T18N R02W SEC. 10
 PARCEL ID 02277310304010000
 SKULL BUTTE RANCH INC
 PO BOX 363
 CASCADE, MT 59421-0363



144
 T18N R02W SEC. 10
 PARCEL ID 02277310101010000
 WEDSWORTH LIBRARY & GYMNASIUM FUND
 PO BOX 164
 CASCADE, MT 59421-0164

EXHIBIT A

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 WESTERN FEDERAL LANDS HIGHWAY DIVISION
 VANCOUVER, WASHINGTON

RIGHT-OF-WAY PLAN SHEET

G-05 ROAD
(ST. PETER MISSION ROAD)
M.P. 3.12 CULVERT REPL.
MT DAR 2021(1)
CASCADE CO., MONTANA

MT-DAR 2021(1)

Road	County	Mileage	Cumulative Mileage	
G-06	Lewis and Clark	2.16	2.16	<i>Schedule A</i>
G-11	Lewis and Clark	6.66	8.82	
G-04	Cascade	6.31	15.13	
G-05	Cascade	6.10	21.23	
I-06	Cascade	1.43	22.66	
I-09	Cascade	3.04	25.70	
H-01	Teton	4.73	30.43	
H-03	Teton	2.67	33.10	
H-04	Cascade and Teton	4.78	37.88	
H-05	Cascade	0.23	38.11	
J-08	Cascade	8.08	46.19	<i>Schedule B</i>
J-09	Cascade	2.75	48.94	
I-04	Cascade	8.22	57.16	<i>Schedule C</i>
I-02	Cascade	1.00	58.16	<i>Dropped Routes</i>
I-03	Cascade	7.26	65.42	
I-05	Cascade	0.79	66.21	

January 12, 2021

Contract 21-05

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Willo Products Company Inc. Equipment Purchase and Service Agreement for J-Pod Locks

INITIATED & PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 21-05

BACKGROUND:

The Cascade County Sheriff's Office would like to enter into an equipment purchase and service agreement contract with Willo Products Company Inc to replace the existing twelve J-Pod cell door locks with the Willo Wedge.

TERM: 4-month project

AMOUNT: \$49,830.00 (Contingency funds) 50% of sum payment on contract signing & remaining balance paid on completion of project

RECOMMENDATION: Approval of Contract 21-05

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **APPROVE** Contract 21-05, Willo Products Company Inc. Equipment Purchase and Service Agreement for J-Pod Locks at the Adult Detention Center.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **DISAPPROVE** Contract 21-05, Willo Products Company Inc. Equipment Purchase and Service Agreement for J-Pod Locks at the Adult Detention Center.

EQUIPMENT PURCHASE & SERVICE AGREEMENT

This Equipment Purchase Agreement ("Agreement"), made and entered into this _____ day of _____, 2021, by and between Willo Products Company Inc. ("Supplier") a foreign profit corporation registered with the State of Montana and located at 714 Willo Industrial Dr. SE, Decatur, AL 35601, and Cascade County ("Purchaser"), a local government created and existing pursuant to the laws of Montana, located at 325 2nd Avenue North, Great Falls, Montana, 59401.

WITNESSETH:

WHEREAS, the Purchaser desires to acquire and replace twelve (12) of their existing locks in J-Pod at the Cascade County Detention Center located at 3800 Ulm North Frontage Road, Great Falls, Montana; and

WHEREAS, Supplier is in the business of selling certain equipment described as Willo Wedge Surface Mounted Lock Pockets locks (herein after referred to collectively as "Equipment"), and performing replacement, installation, testing and training services; and

WHEREAS, the Purchaser requested a proposal for the purchase of and replacement of twelve (12) existing locks in J-Pod with Supplier's twelve (12) Willo Wedge Surface Mounted Lock Pockets locks, and Supplier submitted a proposal herein incorporated by reference dated December 31, 2020 offering to sell, replace and install said Equipment and provide training; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the terms set forth in this Agreement, the parties agree as follows:

1. **AGREEMENT.** Supplier hereby agrees to sell, convey and transfer to Purchaser all rights, title and interest in and unto the Equipment described above, and perform replacement, installation, testing and training services.

2. **SCOPE OF WORK.** Supplier agrees to furnish and install the Equipment to replace the 12 existing locks in J-Pod. Supplier shall provide locksets, including any wiring adaptors needed. The Purchaser's existing doors, wiring, and controls will be reused. Supplier shall install, lubricated, adjust and fully test, using the Purchaser's controls, before approving the lock to be placed back into service. Supplier agrees to shim the doors to realign and adjust the openings as close as possible. Further, Supplier shall reinstall existing pocket covers and remove existing locks to a designated place of Purchaser or removed by Purchaser.

3. **DURATION OF WORK.** Supplier agrees that the duration of the project from receipt of signed contract until final completion is approximately 4 months. Onsite installation will take approximately 1 week.

4. **PURCHASE PRICE.** Subject to the terms of this Agreement, the Purchaser hereby orders and purchases from the Supplier, and the Supplier agrees to sell and provide to the

Purchaser, the Equipment and related services for the sum of \$49,830. Supplier requires from Purchaser 50% of sum payment down upon contract signing for equipment manufacturing and the remaining balance paid upon completion of the project.

5. SCHEDULE & DELIVERY. Delivery of the Equipment shall be by common carrier. The Supplier shall notify the Purchaser of delivery particulars in advance of delivery, as may be required by the Purchaser. Submittal lead time is 2 to 4 weeks from purchase order or notice to proceed. Lead time for beginning of onsite installation is 16 weeks from receipt of approved submittals.

6. ACCEPTANCE. Upon acceptance by Purchaser of the equipment, which acceptance shall be identified by Purchaser taking possession of the equipment, such acceptance shall acknowledge that the equipment is in good working order and condition and that Purchaser is satisfied with same based upon Supplier's testing and written assessment.

7. INSTALLATION. The Supplier shall install the Equipment at the delivery site on the date as set forth in Paragraph 5 above. The Purchaser shall make available to the Supplier free and clear access to a specific number of devices each day.

8. STANDARD OF PERFORMANCE. The Supplier shall perform the work under this Contract in accordance with standards of care, skill and diligence consistent with (a) recognized and sound practices, procedures and techniques; (b) all applicable laws and regulations; and (c) the degree of knowledge, skill, and judgment normally exercised by professionals and individuals with respect to the services of a similar nature.

9. TESTING, ASSESSMENT & TRAINING. Supplier agrees to provide training to Purchaser on the newly installed Equipment.

10. INSURANCE AND WORKERS' COMPENSATION. Contractor agrees to maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, and to provide professional liability insurance. Contractor agrees to purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor, and its employees, agents, representatives, successors, assigns or subcontractors. In accordance with MCA §§ 39-71-401 and 39-71-405, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Contract, unless an independent contractor exemption certificate has been obtained from DOLI, and copy provided to Cascade County. Contractor agrees to provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Contract. All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to Cascade County prior to commencing work under this

Contract. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Contract unless otherwise specified by Cascade County.

11. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION. Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

12. WAGES & LABOR. Pursuant to MCA § 18-2-401(11)(a), a "public works contract" is defined as "a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000." As a public works contract, Montana resident preferences and prevailing wage rate apply to this work and Contract. Supplier and any and all subcontractors at any level or tier of work shall give preference to the employment of bone fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled "State of Montana, Prevailing Wage Rates" are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Supplier and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Supplier and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a Supplier of the classification and the prevailing wage rate to be paid. It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level. All such determinations shall be the sole responsibility of the Supplier, subcontractor, or any other persons involved in the project at any tier or level. The Supplier is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Supplier's completion of work on the project. The Supplier is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18-2-423.

13. TITLE TO EQUIPMENT. Supplier represents that it owns all Equipment described herein free and clear and that such Equipment is free of all liens.

14. **RISK OF LOSS.** All risks of damage to or loss of the Equipment until delivery of the Equipment to the Purchaser shall be assumed by the Supplier.

15. **EXCLUSIONS.** The parties agree that the following services and supplies are not included as part of this Agreement: new doors or frames, glazing, new hinges, finish paint and painting; caulk and caulking; all non-security and security sealants; conduit, wire and wiring; any electrical or electronic controls work, except as otherwise noted above; abatement of hazardous materials, i.e. lead and/or asbestos; any door hardware not specifically identified above; rebar through frames and anchors; all structural steel members unless specifically identified above; prime and finish paint touch-up and cleaning (with the exception that Supplier will touch-up surfaces which have been disturbed by their welding on items they install); refuse containers and trash removal from the site, except as otherwise noted; portable toilets; temporary utilities; bonds, retainage, liquidated damages, permits, permit fees and special license requirements; inspections and any associated fees; sales tax; and all allowances.

16. **MAINTENANCE AND REPAIR.** Equipment and manufacturing workmanship are warranted against defects for one (1) year after installation. Warranty is limited to repair or replacement of equipment deemed to have failed under regular conditions of normal use and excludes failures attributable to misuse or vandalism. Installation of the Equipment is warranted against defects in workmanship for one (1) year.

17. **WARRANTIES.** Supplier represents and warrants the following:

a. **Title.** Supplier owns the right, title and interest in and to the equipment free of all claims, liens, or clouds on such title. The equipment is Supplier's original creation, or if not original, do not infringe upon the copyrights of any person or business.

b. **Performance.** For a period of one (1) year following final acceptance of the equipment by Purchaser, the equipment will perform in accordance with specifications and documentations in all material respects. Supplier shall immediately remedy any differences.

c. **Required Permits & Compliance with Law.** Supplier has obtained all authorizations and permits necessary or required by law in connection with the services provided pursuant to this Contract. Supplier shall materially comply with all relevant laws, regulations, rules and ordinances in rendering services under this Contract.

d. **Exclusions.** The above warranties do not include the following: (1) negligent use of the equipment, including vandalism; (2) failure to provide adequate environmental conditions required by the equipment; (3) "acts of God" beyond the control of Supplier or any and all of its subcontractors; (4) any modifications or repairs of the equipment by anyone other than Supplier; and (5) any equipment not provided by Supplier.

18. INDEMNIFICATION. Purchaser shall indemnify, protect and hold harmless the Supplier, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the equipment, regardless of where, how and by whom operated. Purchaser shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Montana. Venue shall be the Eight Judicial District, Cascade County, Montana. Each party will be responsible for their own attorney fees and costs.

20. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

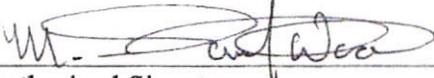
21. SEVERABILITY. Any provision of this Agreement that is held void or invalid, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

22. WAIVER. Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of the Agreement. No waiver of any breach of any provision of this Agreement shall be constitute a waiver of any subsequent breach of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

SUPPLIER:

WILLO PRODUCTS COMPANY INC.

 1/4/2021
Authorized Signature

M. David Wood
Printed Name

President
Title

STATE OF Alabama)
:ss

County of Morgan)

This instrument was signed or acknowledged before me by M. David Wood, a representative of WILLO PRODUCTS COMPANY INC. on this 4th day of January 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Paula K. Evans
Notary Public for the State of Alabama
Residing at 1203 Palmetto Cr SW Decatur AL
My Commission expires: 9-29-2021

PURCHASER:

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chair

Joe Briggs, Commissioner

James Larson, Commissioner

ATTESTATION

On this ____ day of _____, 2021, I hereby attest the above-written signatures of the Cascade County Board of County Commissioners.

Rina Fontana Moore, Clerk and Recorder



December 31, 2020

Cascade County Sheriff's Office
Attn: Undersheriff Cory Reeves
3800 Ulm North Frontage Road
Great Falls, MT 59404

Ref: 12 Willo Wedges – J Pod

Mr. Reeves,

Willo Products is pleased to offer a quote to replace your existing cell doors at J-Pod with the Willo Wedge.

We Include the following items:

1. Remove (12) existing locks and strikes. Weld cover plates to the door and frame where the existing locks and strikes have been removed.
2. Furnish & install (12) Willo Wedge Surface Mounted Lock Pockets with the following features:
 - Gripper
 - Audible/Visual Tamper Alarm
 - Double Offset
 - High intensity door status LED
 - Clean-out port
 - Integral door pull
 - RR Brink 5020 Max/Med Lock
 - Triple Biased magnetic Door Position Switch
 - Factory-supplied wiring harness
 - (5) mogul keys. More or less can be provided upon request.
 - Powder Coat finish.
3. Connect to the existing field wiring at the door.
4. Clean up and final adjustments.

All of the above for the sum of: \$49,830.00, no taxes included.

Clarifications:

1. Quote assumes existing field wiring and controls is in good working condition and is sufficient to support our locking device with all its features. If the controls have to be modified or new wire has to be pulled, additional pricing can be provided at that time and can be added to the contract.

Exclusions:

1. New Doors or Frames.
2. Glass & glazing, grout or grouting, caulking or sealants.
3. Modifications to your existing locking control system.
4. New control system.
5. Service or repair of your existing locking control system.
6. New or Replacement door control field wire.
7. Repair to existing door control field wire.
8. Finish Paint or painting(except for on the Lock Pocket).
9. Door hardware.
10. New hinges.
11. Sales Tax.
12. Bond.
13. Retainage.
14. Prevailing wages.
15. Liquidated Damages.
16. Any item not specifically listed in this scope letter.

Terms and Conditions:

We quote net 30 days, no retainage allowed. A current tax-exempt certificate must be furnished to our Accounting Department if the project is to be tax exempt. This price is good for 60 days from the date of this letter.

Lead Time:

Submittal lead time is 4 to 6 weeks from purchase order or notice to proceed. Lead time for beginning of onsite installation is 16 weeks from receipt of approved submittals.

Thank you for considering our quotation.

Sincerely,

WILLO PRODUCTS COMPANY, INC.

Jackson Ozier
VP of Sales
Office(256)353-7161 x277
Cell(256)466-2524

January 12, 2021

Contract #21-06

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Temporary Construction Agreement for DAR2019,
Between Cascade County & Neuman Land &
Livestock Inc.

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #21-06

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department and County Commissioners signed contract 18-79, on May 15, 2018 for the MT Defense Access Roads 2019 agreement. One of the areas that was scheduled as part of this contract, was H-04, this is on Gordon Road, with approximately 6.31 miles. This document's the intent of the parties between Cascade County, and the Neuman Land & Livestock Inc, for a Temporary Construction Agreement, to allow access to replace a culvert, located on the Neuman property.

RECOMMENDATION:

Cascade County Staff, after reviewing the Statement above recommends that the Board of County Commissioners approves and signs off on the Temporary Construction Agreement between Cascade County & Neuman Land & Livestock Inc.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract #21-06 Temporary Construction Agreement between Cascade County & Neuman Land & Livestock Inc."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract #21-06 Temporary Construction Agreement between Cascade County & Neuman Land & Livestock Inc."

TEMPORARY CONSTRUCTION AGREEMENT
For the Cascade County Public Works Department, Cascade County,
Montana, Gordon Road to Launch Facility H-04

This Agreement, made this _____ day of _____ 20____, between Neuman Land & Livestock Inc., hereinafter designated Grantor, and the Cascade County Public Works Department, hereinafter designated Grantee, does hereby grant unto the Grantee, its successors, assigns, agents, contractors, subcontractors, and employees permission to enter the property described below and grants the exclusive right to perform construction activities necessary to construct an energy dissipator for a culvert on Gordon Road near Mile Post (M.P.) 0.43.

Neuman Land & Livestock Inc., Grantor, for the true and actual consideration of \$1.00 (one dollar) does grant to the Cascade County Public Works Department, its successors and assigns, a Temporary Construction Easement for a work area at approximately M.P. 0.43, 30 feet in length, and 80 feet right (north) of the roadway centerline, being an area totaling 0.03 acres, for the purpose of constructing an energy dissipator for a pipe culvert.

Grantor agrees the consideration recited herein is just compensation for the property, including any and all damages to Grantor's remaining property, if any, which may result from the use of said property and the construction or improvement of the public way.

The Grantor also grants to the Grantee, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the construction herein described including the construction and maintenance of the pipe culvert and energy dissipator.

IT IS UNDERSTOOD that the Easement rights herein granted shall terminate November 1, 2022 or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the Easement herein granted does not convey any right or interest in the above described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

In addition, the Grantee, its successors, assigns, agents, contractors, and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.
2. **COOPERATION WITH GRANTOR:** Shall at all times cooperate with Grantor(s) and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **CLEANUP:** Shall spread material uniformly over the construction site, seed, and fertilize. Upon completion of the work, shall clean all the ground occupied of all rubbish, excess

material, temporary structures, and equipment. Any new fence sections will be installed as necessary to return the fence line to its original condition and purpose.

Grantee: Cascade County
Board of Cascade County Commissioners

Dated: _____

Jane Weber, Commissioner

Joe Briggs, Commissioner

James Larson, Commissioner

Attest

Rina Fontana Moore, Cascade County Clerk and Recorder

Grantor:

Neuman Land & Livestock Inc.
415 S Main St
Conrad, MT 59425-2337

Dated: _____

By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

(NOTARY SEAL)

Notary Public for the State of Montana,
Residing at _____ MT
My commission expires _____

January 12, 2021

Contract #21- 01

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: HIV Prevention
Amendment Number Three
To Contract Number 18-07-4-51-003-0

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #21-01

BACKGROUND:

The purpose of the initial contract is for the delivery of HIV Prevention Services for persons at risk for HIV infection.

The amendment adds additional requirements for documentation of confirmatory testing, and Remote/Self-Testing HIV Screening program implementation, extension of the contract terms, and renewal of contract funds for 2021.

TERM: January 1, 2018 – December 31, 2022

AMOUNT: \$ 146,560.00 , consisting of:
\$ 36,640.00 (January 1st, 2018 - December 31, 2018)
\$ 36,640.00 (January 1st, 2019 - December 31, 2019)
\$ 36,640.00 (January 1st, 2020 - December 31, 2020)
\$ 36,640.00 (January 1st, 2021 - December 31, 2021)

RECOMMENDATION: Approval of Contract #20-01

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **approve** Contract 21-01, HIV Prevention Amendment Number Three to Contract Number 18-07-4-51-003-0

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 21-01, HIV Prevention Amendment Number Three to Contract Number 18-07-4-51-003-0

**CONTRACT AMENDMENT NUMBER THREE
CONTRACT FOR HIV PREVENTION SERVICES
CONTRACT NUMBER 18-07-4-51-003-0**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 1400 Broadway, P.O. Box 202951, Helena, MT, 59620, Phone Number (406) 444-2995, Fax Number (406) 444-6842, and Cascade City-County Consolidated Gov, ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001343, 115 4th St. South, Great Falls, MT, 59401, Phone Number (406) 791-9269, Fax Number (406) 454-6959, respectively (collectively, the "Parties").

Effective January 1, 2021 this Contract is amended as follows. Existing language has been struck; amended language underlined.

SECTION 2: SERVICES TO BE PROVIDED.

A. Remain the same

OUTREACH AND HIV CLIENT-CENTERED COUNSELING, TESTING AND REFERRAL SERVICES (CTRS).

CTRS includes performing targeted testing of high-risk persons for HIV and/or hepatitis C in health care and non-health care settings, performing linkage to care activities, conducting social services referrals and referral follow-up, and teaching health literacy and navigation of the health care system, including referral for insurance or Medicaid enrollment. Contractors must collaborate with other testing entities in their service area to assure no duplication of effort.

Outreach and HIV testing must focus primarily on the target populations of men who have sex with men (MSM), users of injection drugs (IDU) and MSM/IDU combined risk.

Agreements for confirmatory testing must be formalized in writing and a copy provided to the DPHHS HIV Prevention Coordinator.

Counseling, Testing and Referral sites are to purchase their own supply of rapid tests kits/controls and budget accordingly.

Contractors must ensure that personnel performing CTRS will meet the quality standards set forth by the Montana Public Health Laboratory and ensure that all testers have received training in a DPHHS sponsored course or show equivalent qualifications as determined by the contract liaison on a case-by case basis. Testers are to be periodically evaluated as required for CLIA-waived testing.

HIV Prevention personnel help identify individuals unaware of their HIV status and if needed, bring them into the care into the care system using: targeted outreach and HIV testing of those most at risk, referral services, health literacy/education and linkage to care as bridge to medication access and treatment adherence.

The contractor will develop a list of local resources such as HIV Prevention contractors, providers of pre-exposure prophylaxis (PrEP), housing agencies, HIV treatment and medical case management, and social service providers to use both for referrals and as partner agencies that are key points of entry.

Note: All entities performing of the services included in this contract must incorporate into all activities targeted condom distribution to the populations of HIV positive persons, men who have sex with men and users of injection drugs. No costs are to be associated with condom distribution, as the State will provide condoms to awarded entities. The number of condoms distributed per targeted population must be tracked and recorded in a document system or other application specified by the Department.

COMPREHENSIVE HIV-RELATED PREVENTION SERVICES FOR HIV- NEGATIVE PERSONS AT RISK FOR HIV INFECTION

Remains the same

COMPREHENSIVE HIV-RELATED PREVENTION SERVICES FOR PERSONS LIVING WITH DIAGNOSED HIV INFECTION (PLWH)

Remains the same

CONDOM DISTRIBUTION

Remains the same.

SOCIAL MEDIA STRATEGIES AND COMMUNITY MOBILIZATION

Remains the same

REMOTE/SELF-TESTING HIV SCREENING:

Contractors shall implement a remote/self-testing HIV screening program. Contractors may seek reimbursement for reasonable expenses associated with setting up the program, including that portion of the cost associated with using a telehealth application to serve remote clients screening for HIV, purchasing and mailing home/self-test kits for the detection of potential HIV disease, developing marketing materials, and engaging in targeted promotion of the remote/self-testing program. These costs may be reimbursed up to, but not exceeding, the total amount the contractor has budgeted for CTRS activities.

When a positive HIV screening test is reported to, or observed by, the contractor, that contractor must (1) contact the DPHHS HIV Prevention Coordinator within three business days and inform them of the preliminary positive result and the affected client's plan to obtain follow-up confirmatory testing. (2) Contractors may also support, and be reimbursed from this agreement, for the reasonable travel expenses of a remote client screening positive for HIV for travel to the nearest practicable location

where a specimen may be drawn for confirmatory testing and sent to the Montana State Public Health Laboratory. For the purposes of this contract a remote client is defined as a client residing greater than 35 miles (or 15 miles in the case of mountainous terrain or secondary roads) from the contractor's main HIV testing/service location.

B. through I. Remain the same

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

A. Performance of this contract begins January 01, 2018, and the services required by Section 2 must be continued through and completed by December 31, ~~2020~~ 2021. Final invoices are due January 31, ~~2021~~ 2022. This Contract may not be renewed beyond the RFP period ending December 31, 2022, depending on availability of federal funds.

B. Remains the same.

SECTION 4: COMPENSATION

A. In consideration of the HIV prevention services and administrative costs provided through this contract, the Department shall reimburse the Contractor up to a maximum of ~~\$109,920~~ \$146,560 for the contract period, subject to the restrictions on allowable expenses. The funding amount of \$36,640 is allocated for contract period January 1, 2019 through December 31, 2019. ~~In addition,~~ the funding amount of \$36,640 is allocated for contract period January 1, 2020 through December 31, 2020. In addition, the funding amount of \$36,640 is allocated for contract period January 1, 2021 through December 31, 2021.

B. The total compensation of ~~\$109,920~~ \$146,560 through this contract includes only reimbursable costs for allowable HIV Prevention Services as defined in Section 2.

C. through G. remain the same.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of 8 numbered pages, Amendment One, ~~and Amendment Two,~~ and Amendment Three.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 18-07-4-51-003-0 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____

James Murphy, Administrator
Department of Public Health & Human Services
Communicable Disease & Laboratory Services Division
1400 Broadway C202
Helena MT 59620-2951
(406) 444-4016

DEPARTMENT OF ADMINISTRATION

Approved as to form:

BY: _____ Date: _____

Rhonda Grandy, Contracts Officer
State Procurement Bureau

CONTRACTOR

BY: _____ Date: _____

Trisha Gardner, Health Officer
Cascade City-County Health Department
115 4th St S
Great Falls, MT 59401
406-454-6950

Contract #

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____, 2021.

Attest

On this _____ day of _____ 2021, I hereby attest the above-written signatures of Jane Weber, Joe Briggs and James L. Larson, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

January 12, 2021

Contract #21-02

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Memorandum of Agreement between
The Little Shell Tribe of Chippewa Indians and
Cascade City-County Health Department**

INITIATED AND PRESENTED BY: **Trisha Gardner,
Health Officer**

ACTION REQUESTED: **Approval of Contract #21-02**

BACKGROUND:

This memorandum of agreement is to facilitate the implementation and execution of the Tribe's COVID-19 Vaccination Plan to ensure readiness and to collaborate on actions regarding the distribution of the COVID-19 vaccine to Little Shell Tribal Members. This also includes the provision to negotiate the purchase of the ultra-cold storage container from Cascade City-County Health Department once it is no longer needed.

TERM: One year from date of signed agreement.

AMOUNT: N/A

RECOMMENDATION: Approval of Contract #21-02

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #21-02, MOA between the Little Shell Tribe of Chippewa Indians and Cascade City-County Health Department

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #21-02, MOA between the Little Shell Tribe of Chippewa Indians and Cascade City-County Health Department



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and entered into this 29th Day of December 2020 (the "Effective Date"), and sets forth in writing the Agreement between the Little Shell Tribe of Chippewa Indians ("Tribe") and Cascade City-County Health Department to facilitate the implementation and execution of the Tribe's COVID-19 Vaccination Plan.

RECITALS

1. The Montana Little Shell Tribe of Chippewa Indians has elected to receive its COVID-19 vaccine allocation through the State of Montana, subsequently through the Cascade City-County Health Department.
2. The Cascade City-County Health Department is a local Public Health Department financed in part by the State of Montana and the Federal Government.
3. The Little Shell Tribe of Chippewa Indians is committed to ensuring its Tribal Members have immediate access to vaccines.
4. Working with Cascade City-County Health Department to distribute the Tribe's COVID-19 vaccines in accordance with its COVID-19 Vaccination Plan will ensure fast and efficient deployment of vaccines to Little Shell Tribal Members.

PURPOSE OF THIS AGREEMENT

1. To ensure readiness and to collaborate on all actions regarding the distribution of the COVID-19 vaccine to Little Shell Tribal Members (enumerating populations, provider agreements, data systems for ordering and reporting, storage/cold chain capacity, data collection, data entry, contact tracing, training staff, etc.);
2. To work together to provide access to the COVID-19 vaccine by the Little Shell Tribal Members as quickly and efficiently as possible;
3. To provide proper distribution of the Tribe's COVID-19 vaccine allocation to its tribal members;
4. To partake in a system that is simple and easy to track for data collection purposes;
5. To engage in collaborative activities to address a wide range of public problems related to the pandemic; and

6. To demonstrate to Little Shell Tribal Members and our local community a shared commitment on the part of the Tribe and Cascade City County Health Department to work together to foster a healthy community.

AGREEMENT

1. The Tribe and Cascade City-County Health Department will work to administer the Tribe's COVID-19 vaccines in accordance with the Tribe's COVID-19 Vaccination Plan;
2. The Tribe will share its COVID-19 Vaccination Plan with the Cascade City-County Health Department and shall identify which Little Shell Tribal Members will receive vaccines with each allocation of vaccines;
3. The Tribe shall employ one (1) FTE COVID-19 Response Coordinator until August 30, 2021 to coordinate with Cascade City-County Health Department to identify and communicate with and prioritize Little Shell tribal members who wish to be vaccinated, as well as, provide contact tracing, education support and follow-up for these members.

This COVID-19 Response Coordinator will assist with COVID-19 data entry and collection, as well as, contact tracing and other duties as necessary. The COVID-19 Response Coordinator employed by The Little Shell Tribe of Chippewa Indians will be available to tribal members for questions and support regarding COVID-19 and its aftermath crisis relating to Suicide/ACE/IPV.

4. The COVID-19 Response Coordinator referenced above, will work with Cascade City-County Health Department to implement the Tribe's COVID-19 Vaccination Plan.
5. The COVID-19 Response Coordinator referenced above, will work with Cascade City-County Health Department to develop an Emergency Preparedness Plan for the Tribe in conjunction with the Emergency Preparedness Plans of Cascade County.
6. The Tribe and the Cascade City-County Health Department shall work together in developing, updating, and maintaining data for the Tribe and Cascade County. Any data collected on the Tribe will be the property of the Tribe and shall not be released without the Tribe's consent.
7. Term and Termination: The initial term ("Initial Term") of this Agreement shall be one (1) year, commencing on the Effective Date. This Agreement may be renewed by mutual written consent of both parties. Either party may terminate this Agreement

at any time upon sixty (60) days written notice. No cause will be required for termination.

- 8. No Referrals/ Freedom to Contract: Neither Party intends to, or will, give or receive, or offer to give or receive, anything of value, either directly or indirectly, in exchange for the referral of patients or for arranging or furnishing any item or service for which payment may be made by the Medicare or Medicaid programs. The Agreement does not, nor shall be construed to require the referral of patients to a particular individual or entity, or restrict either Party from referring patient to any individual or entity.
- 9. Assignment: This Agreement may not be assigned by either the Tribe or Cascade City-County Health Department without the prior written consent of each party which may be withheld by the sole discretion of either party.
- 10. The Tribe and Cascade City-County Health Department expressly acknowledge and agree that Cascade City-County Health Department is not the employer or joint employer of any of the individuals paid as employees of Tribe.
- 11. Amendments: This Agreement can be amended by written consent of both parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR WRITTEN BELOW.

By:

Little Shell Tribe of Chippewa Indians

Cascade City County Health Department

Little Shell Tribal Chairman

County Commissioner

Date

Date

Contract #

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____, 2021.

Attest

On this _____ day of _____ 2021, I hereby attest the above-written signatures of Jane Weber, Joe Briggs and James L. Larson, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**